

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
ANJANI SINHA MEDICAL, P.C.,

Plaintiff(s),

-against-

EMPIRE HEALTHCHOICE ASSURANCE, INC.,
DBA EMPIRE BLUE CROSS BLUE SHIELD,

Defendant(s).
-----X

Index No.:

SUMMONS

Plaintiff designates
Queens County as the
place of trial

Plaintiff resides in
Queens County

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer or if the complaint is not served with this summons to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Malverne, New York
December 9, 2020

Jonathan B. Seplowe

LAW OFFICES OF JONATHAN B. SEPLOWE, P.C.
Attorneys for Plaintiff
ANJANI SINHA MEDICAL, P.C.
112C Broadway
Malverne, NY 11565
(718) 229-6100

Defendants' Address:

EMPIRE HEALTHCHOICE ASSURANCE, INC
165 Broadway
New York, NY 10006

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
ANJANI SINHA MEDICAL, P.C.,

Index No.:

COMPLAINT

Plaintiff(s),

-against-

EMPIRE HEALTHCHOICE ASSURANCE, INC,
DBA EMPIRE BLUE CROSS BLUE SHIELD,

Defendant(s).
-----X

Plaintiff by his attorney, JONATHAN B. SEPLOWE, ESQ, complaining of the

Defendant herein states and alleges:

1. That at all times hereinafter mentioned, plaintiff was and still is a resident of the County of Queens, City and State of New York.
2. That at all times hereinafter mentioned the defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, was and still is a domestic corporation authorized to do business in the state of New York.
3. That at all times hereinafter mentioned the defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, was and still is foreign corporation authorized to do business in the state of New York
4. That at all times hereinafter mentioned the defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, offers health insurance plans to consumers in the state of New York.
5. That JAMES BAEZ sustained injuries in a motor vehicle accident which occurred on April 23, 2019.

6. That Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, insured JAMES BAEZ, under a contract of insurance in effect on April 23, 2019, as member ID number YLD85207653, group 375375, PPO BS Plan 803 BC Plan 303, claim number 1650227740.
7. Pursuant to said insurance coverage Defendant is obligated to pay usual and customary health care costs incurred by JAMES BAEZ for injuries sustained following an accident on April 23, 2019.
8. Plaintiff, ANJANI SINHA MEDICAL, P.C., did not contract with Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, to accept a reduced rate for medical services rendered to JAMES BAEZ.
9. Defendant prohibits the assignment of rights to recover health care expenses incurred by James Baez under the policy.
10. Defendant permits James Baez to authorize payment directly to Plaintiff for the cost of medical expense incurred for which Defendant is obligated to pay.
11. Defendant considers Plaintiff, ANJANI SINHA MEDICAL, P.C., an “out of network” medical provider.
12. That JAMES BAEZ authorized Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, to issue payment for medical services rendered directly to Plaintiff, ANJANI SINHA MEDICAL, P.C.
13. Plaintiff, ANJANI SINHA MEDICAL, P.C., used the usual and customary fee to determine the charge for medical services rendered.
14. Said usual and customary fee is the amount charged for services provided by a similarly qualified provider in the same geographical region.

15. That on or about July 30, 2019, plaintiff contacted and obtained from Defendant reference #I-17415921 from Blue Cross Blue Shield following verification of coverage eligibility and approval to provide surgical services.
16. Plaintiff offered to provide medical treatment to James Baez on condition that Defendant would pay the cost of services rendered.
17. There were no pre-conditions for reimbursement of medical services rendered.
18. On or about July 30, 2019, Plaintiff, ANJANI SINHA MEDICAL, P.C., provided medical services to JAMES BAEZ, including, surgery to the left knee.
19. Plaintiff timely submitted a claim for medical services rendered to Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, including, an approved claim form(s) identifying the date and type of medical services rendered and charges for each procedure performed
20. That Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, received said claim in the amount of \$44,381.84, for payment of medical services rendered by Plaintiff, ANJANI SINHA MEDICAL, P.C., to JAMES BAEZ.
21. Defendant denied payment on or about April 18, 2020.
22. Defendant failed to pay the usual and customary amount of the fee for the medical services provided on July 30, 2019.
23. Plaintiff took a timely appeal within the administrative procedures set forth by Defendant.
24. Defendant denied the appeal on or about April 18, 2020.
25. On or about August 20, 2019, Plaintiff, ANJANI SINHA MEDICAL, P.C., provided medical services to JAMES BAEZ, including, surgery to the right knee.

26. Plaintiff timely submitted a claim for medical services rendered to Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, including, an approved claim form(s) identifying the date and type of medical services rendered and charges for each procedure performed.
27. That Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, received said claim in the amount of \$34,870.50, for payment of medical services rendered by Plaintiff, ANJANI SINHA MEDICAL, P.C., to JAMES BAEZ.
28. Defendant denied payment to the surgeon on or about 06/19/2020 and denied payment to the physician's assistant on or about 06/20/2020.
29. Defendant failed to pay the usual and customary amount of the fee for the medical services provided on August 20, 2019.
30. Plaintiff took a timely appeal within the administrative procedures set forth by Defendant.
31. Defendant denied the appeal on or about November 19, 2020.

AS AND FOR A FIRST CAUSE OF ACTION

32. Defendant, EMPIRE HEALTHCHOICE ASSURANCE, INC, represented that it would pay "out of network" benefits to Plaintiff for medical services rendered to JAMES BAEZ.
33. Plaintiff, ANJANI SINHA MEDICAL, P.C., relied on such representation to its detriment and was paid less than the usual and customary fees from Defendant.

34. Defendant knew or should have known that Plaintiff would not pursue JAMES BAEZ for payment based upon the representation that Defendant would pay the usual and customary amount for medical services rendered directly to Plaintiff.
35. Defendant is equitably estopped and precluded from denying an agreement to pay the reasonable and customary amount for medical services rendered.
36. As a result of the foregoing plaintiff has been damaged in the sum of SEVENTY NINE THOUSAND TWO HUNDRED FIFTY TWO AND 34/100 (\$79,252.34) DOLLARS.

AS AND FOR A SECOND CAUSE OF ACTION

37. Plaintiff repeats and reiterated paragraphs 32-36 as if fully set forth herein.
38. Plaintiff provided medical services upon the reliance that Defendant agreed to pay an “out of network” provider the usual and customary fee for medical services rendered.
39. Defendant knew or should have known that Plaintiff provided medical services to JAMES BAEZ, with the expectation that Defendant would pay an “out of network” provider the usual and customary fee.
40. Defendant breached its contract to pay plaintiff the usual and customary amount for medical services rendered.
41. As a result of the foregoing plaintiff has been damaged in the sum of SEVENTY NINE THOUSAND TWO HUNDRED FIFTY TWO AND 34/100 (\$79,252.34) DOLLARS.

AS AND FOR A THIRD CAUSE OF ACTION

42. Plaintiff repeats and reiterated paragraphs 37-41 as if fully set forth herein.

43. Plaintiff provided medical treatment at little to no cost to JAMES BAEZ, upon the reliance that Defendant would pay usual and customary fees for medical services rendered.

44. Defendant has benefitted by not paying medical benefits to the full extent of its obligation retaining the difference as profit.

45. As a result of the foregoing plaintiff has been damaged in the sum of SEVENTY NINE THOUSAND TWO HUNDRED FIFTY TWO AND 34/100 (\$79,252.34) DOLLARS.

AS AND FOR A FOURTH CAUSE OF ACTION

46. Plaintiff repeats and reiterated paragraphs 42-45 as if fully set forth herein.

47. Defendant owed its insured, JAMES BAEZ, a fiduciary duty of care under the policy of insurance.

48. Defendant breached said fiduciary duty of care depriving JAMES BAEZ full medical benefits under the policy of insurance.

49. As a result of the foregoing plaintiff has been damaged in the sum of SEVENTY NINE THOUSAND TWO HUNDRED FIFTY TWO AND 34/100 (\$79,252.34) DOLLARS.

50. Plaintiff is entitled to interest at the rate of ONE PERCENT (1%) per month pursuant to New York Insurance Law §3224-a.

WHEREFORE, plaintiff demands judgment against defendant for each cause of action in the sum of SEVENTY NINE THOUSAND TWO HUNDRED FIFTY TWO AND 34/100 (\$79,252.34) DOLLARS, together with the costs and disbursements of this action.

Dated: Malverne, New York
December 9, 2020

Jonathan B. Seplowe

JONATHAN B. SEPLOWE, ESQ.

Index No.: Year:

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

ANJANI SINHA MEDICAL, P.C.,

Plaintiff(s),

-against-

EMPIRE HEALTHCHOICE ASSURANCE, INC,
DBA EMPIRE BLUE CROSS BLUE SHIELD,

Defendant(s).

SUMMONS & COMPLAINT

Law Offices of
JONATHAN B. SELOWE, ESQ.
Attorney for Plaintiff(s)
112C Broadway
Malverne, NY 11565
(718) 229-6100

To:

Attorneys for:

Service of a copy of the within
Dated:

is hereby admitted.

Attorneys for Defendant
